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ABSTRACT

The agreement covers contract management, chapter rights, college governance, academic freedom, faculty status, terms of appointment, reappointment and tenure, dismissal for cause, grievance procedure, arbitration, leaves of absence, salaries, fringe benefits, working conditions, workload, retrenchment, part-time faculty, faculty in the veterans' program, and extra compensation policy. (MSE)

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AGREEMENT

-between-

BLOOMFIELD COLLEGE

-and-

THE BLOOMFIELD COLLEGE CHAPTER OF

THE AMERICAN ASSOCIATION OF

UNIVERSITY PROFESSORS

July 1, 1977 through June 30, 1978

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

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ARTICLE 1 - CONTRACT MANAGEMENT

1.1 Agreement

This Agreement is made and entered into as of December 16, 1977 by and between Bloomfield College, Bloomfield, New Jersey (hereinafter called the "Corporation"), and the Bloomfield College Chapter of the American Association of University Professors (hereinafter called the "Chapter").

1.2 Purpose

The purpose of this Agreement is to promote the welfare of the College and further its educational aims by defining the principle of shared responsibility, including both authority and accountability, in the governance of the College, a purpose to be pursued through collective bargaining in good faith and through careful observance of both the letter and the spirit of the Agreement, to which the parties intend to be legally bound.

1.3 Recognition

The Corporation hereby recognizes the Chapter as the exclusive bargaining agent for the members of the bargaining unit under the "Certificate of Representative" issued by the National Labor Relations Board on August 8, 1973, in Case No. 22-RC-5751. The bargaining unit consists of: "(1) All full-time faculty members, (2) part-time faculty members, who [are currently teaching and] have taught two full semesters within the past two years, one of which was in the preceding academic year, exclusive of summer school [i.e., summer sessions of less than semester length] and (3) professional librarians [with faculty rank], but excluding office clerical employees, guards.... head librarian, area heads, assistant [associate] deans, administrative employees and supervisors as defined in the Act."

1.4 Duration of Agreement

This Agreement shall be in effect for the period from July 1, 1977 through June 30, 1978 and shall remain in effect from year to year thereafter unless, not later than sixty days prior to the expiration of the then current term of Agreement, either party shall give to the other a written notice of desire to amend, terminate, or modify it.

1.5 Continuation Clause

The Corporation and the Chapter agree that the terms of the 1977-1978 collective bargaining agreement shall continue in force until the conclusion of negotiations for and the ratification of a new agreement.

1.6 Salary Negotiations

The Corporation and the Chapter agree to open negotiations on the issue of salaries and fringe benefits (excluding leaves of absence) for the 1978-1979 academic year and the 1979 summer session no later than sixty days prior to adoption of the 1978-1979 budget at the annual meeting of the Board of Trustees held in October.

1.7 Controlling Clause

The parties agree that the terms of this Agreement shall be binding on the parties and that in the event of a conflict between this Agreement and the By-Laws of the Corporation or any other rule, regulation or policy of the Corporation, the provisions of this agreement shall prevail.

1.8 Past Practice

All existing personnel policies, practices, benefits, and working conditions of the College or any portion thereof, written or unwritten, applicable to members of the bargaining unit shall be continued in effect unless in conflict with this Agreement as now existing or as amended by subsequent agreement between the parties. In the event of such conflict, the Agreement shall prevail.

1.9 Management Rights

The Chapter recognizes the management rights and responsibilities of the Board of Trustees and its duly authorized representatives to govern the affairs of the College as set forth in the Charter of the College, the Constitution and Laws of the State of New Jersey, and the By-Laws of the Corporation, except insofar as those By-Laws are expressly modified by the terms and conditions of this Agreement.

1.10 No Strike, No Lockout

The Chapter agrees that there shall be no strike or stoppage of work by unit members and the Corporation agrees that there shall be no lockout of any unit member, so long as this Agreement is in effect. Failing agreement on salaries and fringe benefits after negotiations have been opened on these subjects pursuant to Section 6 above, the Chapter and Corporation may exercise their economic rights but only as to the issue of salaries and fringe benefits.

1.11 Nondiscrimination

The Corporation and the Chapter agree that they will not discriminate in employment policies or practices on the basis of race, creed, color, national origin, age, sex, or marital status.

1.12 Definition

In this Agreement the terms "faculty" and "faculty member(s)" shall include professional librarians with faculty rank, unless the context or specific reference clearly imports either teaching faculty or professional librarians in their separate capacities.

1.13 Gender and Number

Unless otherwise provided in this Agreement, the masculine pronoun shall import both sexes, and the singular number shall import the plural and vice versa, as applicable.

1.14 Conformity to Law

If any provision of this Agreement is found contrary to law by the courts, it is invalid, while all other valid provisions remain in full force and effect. The parties agree to meet and renegotiate the invalid provisions as soon as possible.

1.15 Distrubution of Agreement

The cost of printing and distributing the Agreement shall be shared equally by the Corporation and the Chapter and one copy of the Agreement shall be provided, at no cost, to each member of the bargaining unit.

ARTICLE 2 - CHAPTER RIGHTS

2.1 Chapter Security

The Corporation and the Chapter recognize that this is an agency shop agreement and agree that each unit member who is not a member of the Chapter shall, nevertheless, be required to contribute to the Chapter as representation costs an amount equivalent to such local dues as are from time to time authorized and levied from members of the Chapter. The parties further recognize that the failure of any member of the bargaining unit to pay dues or representation costs to the Chapter shall be deemed just and reasonable cause for the termination of such individual's employment, except in the case of any individual exempted under section 2 below.

2.2 Exemption

A member of the bargaining unit may request exemption by right of conscience from the payment of Chapter dues and representation costs. Such individual must submit an affidavit, giving reasons in writing, to a Review Board composed of three persons selected by each party to this Agreement. If a majority of the Review Board does not agree to grant the exemption, the individual may invoke the procedures in Articles 9 & 10 (Grievance and Arbitration) of this Agreement. Opposition to union membership shall not be considered a basis for invoking this exemption.

2.3 Enforcement

In the event of noncompliance with section 1 above, the following procedures shall apply:

a. The Chapter shall first notify the member of the bargaining unit of non-compliance by certified mail, return receipt requested. Said notice shall state the fact of noncompliance and shall advise the individual that failure to comply within thirty-day grace period will result in termination of employment.

b. If the individual does not comply within the allotted time, the Chapter shall notify the individual and the Corporation that it is requesting termination of employment. On receipt of such request, the Corporation shall send a letter to the noncomplying member of the bargaining unit, terminating his or her employment. In the case of a full-time member, termination shall be effective at the end of the current academic year; for a part-time member, at the end of the current semester.

2.4 Liability

The Chapter will indemnify and hold harmless the College from any and all claims and liabilities which may arise as a result of the termination of an individual's employment by the Corporation under the foregoing provisions.

2.5 Dues Check-Off

When authorized in writing by a member of the bargaining unit, the Corporation shall make payroll deductions for Chapter dues and/or representation costs. The aggregate deductions from all unit members shall be remitted to the Treasurer of the Chapter within fifteen days from the end of the month the deductions were made, together with an itemized statement containing the names of the members and the amount of each deduction.

2.6 Consultation

A monthly meeting shall be held between the President of the College and the President of the Chapter, plus one or two other officers of the Corporation and of the Chapter at the discretion of the respective Presidents, to discuss current matters of mutual concern and resolve any difficulties, if possible, before they become major problems.

2.7 College Facilities

Chapter representatives shall be permitted to transact official business on College property at all reasonable times, provided this does not interfere with normal College operations; to use College duplicating, computing, office, audiovisual, and other equipment, facilities and materials, in accordance with College policies and procedures, paying no more than the minimum charged other campus groups for such use; to post bulletins and notices relevant to Chapter business, and to use the College's mail distribution service for official communications.

2.8 Information

Upon request and within a reasonable time thereafter, such information, records, statistics and financial data, related to the bargaining unit's functions, as are in the College's possession and are necessary for negotiations and/or implementation of this Agreement shall be made available to Chapter representatives.

2.9 Board Meetings

Chapter representatives shall be placed on the agenda for any meeting of the Board of Trustees, provided that a written request indicating the subject matter be filed with the Chairman of the Board at least seven days before the date of the meeting. The Chapter may distribute to Board members such communications as are pertinent to relations between the Board and the bargaining unit.

ARTICLE 3 - COLLEGE GOVERNANCE

3.1 Principles

The Corporation and the Chapter accept the principles of college governance and shared responsibility as defined in the 1966 Statement on Government of Colleges and Universities formulated by the American Association of University Professors, the American Council on Education, and the Association of Governing Boards of Universities and Colleges.

3.2 By-Laws and Standing Rules

Both parties recognize and accept the By-Laws and Standing Rules of the Bloomfield College Faculty as the basic governance documents of the Faculty and include them as Appendices A and B of this Agreement. If either party to this Agreement objects to a proposed change in these documents, such change shall not be implemented except after good faith negotiation between the parties. Whenever these By-Laws and Standing Rules may be in conflict with the provisions of the Agreement, this Agreement shall be controlling.

3.3 Composition of Faculty

For governance purposes, the term Faculty shall be defined as meaning all full-time teaching faculty, professional librarians with faculty rank, the President of the College, the Dean of the College, the Associate Dean of the College, the Head Librarian, the Director of Academic Programs for Non-Traditional Students, the Registrar, and such part-time faculty (lecturers) as are currently teaching and have taught two full semesters within the past two years, one of which was in the preceding academic year.

3.4 Faculty Committees

The members of all standing and special committees of the Faculty shall be elected directly by the Faculty or shall be appointed by the Faculty Council. No new standing or special Faculty committee shall be established except by legislative action of the Faculty.

3.5 Committee Appointments

Committee appointments for the subsequent academic year shall be made by the newly-elected Faculty Council, acting in consultation with the Dean of the College. Before making those appointments, the Faculty Council shall circularize the faculty to ascertain individual preferences and to solicit collective recommendations from the faculty of the several divisions.

ARTICLE 4 - ACADEMIC FREEDOM

4.1 Principles

The Corporation and the Chapter accept the principles of academic freedom as defined in the 1940 Statement of Principles on Academic Freedom and Tenure formulated by the Association of American Colleges and the American Association of University Professors.

4.2 Teaching

Faculty members shall enjoy full academic freedom in the content of teaching, the selection of textbooks, the method of instruction, and the conduct of the classroom.

4.3 Dissent

Faculty members shall be free to dissent on matters of educational philosophy and institutional policy.

4.4 Rights and Freedoms of Students

The Corporation and the Chapter accept the 1967 Joint Statement on Rights and Freedoms of Students formulated by the American Association of University Professors, the Association of American Colleges, and the National Student Association.

4.5 Professional Ethics

The Chapter recognizes that membership in the academic profession carries with it special responsibilities as defined in the 1966 Statement on Professional Ethics formulated by the American Association of University professors.

ARTICLE 5 - FACULTY STATUS

5.1 Role of the Faculty

The Corporation and the Chapter agree that faculty status, including appointment, reappointment, promotion, the granting of tenure, and dismissal, is a shared responsibility in which the faculty shall play the major role as more specifically set forth in this Agreement.

5.2 Initial Appointments

Faculty members in the appropriate academic discipline(s) shall participate in the screening process for new appointments to the faculty. No candidate shall be employed without the approval of a majority of the faculty members in the candidate's discipline(s). In that rare instance in which the President believes that approval has been unreasonably withheld and that compelling reasons exist for the appointment, he may make that appointment, giving his reasons to the faculty members in the discipline(s). In such event, the affected faculty members may invoke the procedures in Articles 9 and 10 (Grievance and Arbitration) of this Agreement.

5.3 Tenure Committee

The Committee on Tenure and Faculty Advancement (hereinafter called the "Tenure Committee", elected by and from the Faculty, shall make recommendations with respect to reappointment, nonreappointment, promotion, and the granting of tenure. The Committee shall follow procedures outlined in the Standing Rules of the Faculty and shall act in accordance with policies established by the Faculty.

5.4 Evaluation

The Tenure Committee shall base its recommendations upon an overall evaluation of the faculty member's value and total contribution to Bloomfield College. Among the factors to be considered are the following:

a. Professional attitude and awareness;
b. Effectiveness in classroom teaching;
c. Effectiveness in student counseling and guidance, both academic and co-curricular;
d. Academic preparation, including graduate work and degrees earned in the field of specialization;
e. Professional experience, both academic and otherwise;
f. Professional growth as evidenced by such activities as research, publications, and attendance at professional meetings;
g. Participation in the work of the Faculty and its committees;
h. Contribution to the total program of Bloomfield College;
i. Length of service to Bloomfield College;
j. Participation in community activities which bring credit to Bloomfield College.

5.5 Recommendation

The Tenure Committee shall state its recommendations in writing, giving the results of the vote on each decision reached. The Dean of the College shall be present during the deliberations of the Tenure Committee and, after the conclusion of those deliberations, shall prepare his own recommendations together with a statement of reasons which shall be shared with the Committee.

5.6 Reasons

If the Tenure Committee is in agreement with the statement of reasons prepared by the Dean, it shall endorse the entire statement in writing; if the Committee disagrees, it shall prepare its own statement of reasons to be submitted to the President. The Tenure Committee and the Dean of the College shall send copies of their respective recommendations (with reasons) to the affected faculty member at the same time that those recommendations are forwarded to the President.

5.7 President

Except in rare instances and for compelling reasons, the President shall concur with the recommendations of the Tenure Committee when those recommendations are in agreement with the recommendations submitted by the Dean of the College. In the event that the President does not concur with a recommendation of the Tenure Committee, he shall notify the Committee of his reasons in writing and shall then meet with the Committee to explain those reasons.

5.8 Appeal

If a member of the bargaining unit is grieved by an unfavorable decision in the matter of reappointment, promotion or tenure, he may invoke the procedures in Articles 9 and 10 (Grievance and Arbitration) of this Agreement.

5.9 Rank

Full-time teaching faculty and professional librarians at Bloomfield College shall be ranked as instructor, assistant professor, associate professor, or professor; part-time faculty shall be ranked as lecturer.

5.10 Minimal Standards (1970 or Earlier)

The following professional qualifications shall be considered minimal for promotion in rank for faculty members appointed in 1970 or earlier:

a. An instructor shall normally have a master's degree or the equivalent. A faculty member shall not be continued in the rank of instructor for more than 5 years from date of original appointment; an instructor who is not promoted by the end of the fifth year shall not be re-appointed.
b. An assistant professor shall normally have a master's degree and shall have had at least three years of full-time teaching experience at the college level.
c. An associate professor shall normally have a master's degree and one additional year of full-time graduate study, and at least six years of full-time teaching experience at the college level.
d. A professor shall normally have an earned doctorate and at least nine years of full-time teaching experience at the college level.

5.11 Minimal Standards (Since 1970)

The following professional qualifications shall be considered minimal for new appointments and for promotion in rank for faculty members appointed since 1970:

a. An instructor shall normally have a master's degree or the equivalent. A faculty member shall not be continued in the rank of instructor for more than three years from the date of original appointment; an instructor who is not promoted by the end of the third year shall not be reappointed.

b. An assistant professor shall normally have completed all requirements for the doctorate except the dissertation or shall have an appropriate terminal degree in the discipline; and shall normally have had teaching experience at the college level or other professional experience relevant to the discipline.

c. An associate professor shall normally have an earned doctorate or an appropriate terminal degree in the discipline, and shall normally have had at least six years of full-time teaching at the college level or comparable professional experience relevant to the discipline (or some combination of these). For a faculty member appointed at a lower rank, promotion to associate professor shall not normally be considered until the individual has spent four years as an assistant professor.

d. A professor shall normally have an earned doctorate or an appropriate terminal degree in the discipline, and shall normally have had at least ten years of full-time teaching at the college level or comparable professional experience relevant to the discipline (or some combination of these). For a faculty member appointed at a lower rank, promotion to professor shall not normally be considered until the individual has spent five years as an associate professor.

ARTICLE 6 - TERMS OF APPOINTMENT

6.1 Document

The terms and conditions of every appointment to the faculty shall be stated or confirmed in writing, and a copy of the appointment shall be supplied to the faculty member. Any subsequent extensions of an appointment and any notices incumbent upon either party to provide shall be stated or confirmed in writing and a copy shall be given to the faculty member.

6.2 Two Kinds of Appointments

With the exception of part-time appointments, special appointments clearly limited to a brief association with the institution, and reappointments of retired faculty members on special conditions, all full-time appointments to the rank of instructor or higher are of two kinds; (1) probationary appointments; (2) appointments with continuous tenure.

6.3 Annual Notice

Except for faculty members who have tenure status, all persons with full-time teaching or research appointments of any kind shall be informed each year in writing of their contract status and of all matters relative to their eligibility for the acquisition of tenure.

6.4 Probationary Appointments

Initial faculty appointments shall be probationary and shall be for one or two years, renewable for additional terms of at least one year. The total period of full-time probationary service prior to the grant of continuous tenure shall not exceed seven years, including no more than three years of previous service with the rank of instructor or higher in other institutions of higher learning, even if the total full-time service in the profession thereby exceeds seven years. The terms shall be stated in writing at the time of initial appointment. Leaves of absence shall not count as part of the probationary period.

6.5 Reappointment

Faculty members shall be advised, at the time of initial appointment, of the substantive standards and procedures generally employed in decisions affecting reappointment and tenure. No change in substantive standards and procedures shall be made unless agreed upon by the parties to this Agreement. Faculty members shall be advised of the time when decisions affecting reappointment or tenure are ordinarily made, and shall be given the opportunity to submit material which they believe will be helpful to an adequate consideration of their circumstances.

6.6 Nonreappointment

Regardless of the stated term or other provisions of any appointments, written notice that a probationary appointment is not to be renewed shall be given to the faculty member in advance of the expiration of the appointment, as follows:

a. Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
b. Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
c. At least twelve months before the expiration of an appointment after two or more years of service at the institution. By mutual consent of the parties to this Agreement, the above dates can be modified.

6.7 Terms

The Corporation shall give faculty members, both tenured and non-tenured, written notice of the terms and conditions of their appointments on or before March 15.

6.8 Resignation

A faculty member who intends to resign at the end of the academic year shall notify the Administration of that intention as early as circumstances permit. Except by agreement with the institution, a faculty member shall not resign after July 1st or during the academic year. A faculty member who resigns after July 1st and prior to the beginning of the academic year is expected to repay all salary advanced during this period.

ARTICLE 7 - REAPPOINTMENT AND TENURE

7.1 Recommendation

The Committee on Tenure and Faculty Advancement shall make recommendations with respect to the renewal or nonrenewal of a probationary faculty member's contract and with respect to the grant or denial of tenure. The Dean of the College shall be present during the deliberations of the Tenure Committee and, after the conclusions of those deliberations, shall prepare his own recommendations together with a statement of reasons which shall be shared with the Committee.

7.2 Reasons

If the Tenure Committee is in agreement with the statement of reasons prepared by the Dean, it shall endorse the entire statement in writing; if the Committee disagrees, it shall prepare its own statement of reasons to be submitted to the President. The Tenure Committee and the Dean of the College shall send copies of their respective recommendations (with reasons) to the affected faculty member at the same time that those recommendations are forwarded to the President.

7.3 President

Except in rare instances and for compelling reasons, the President shall concur with the recommendations of the Tenure Committee when those recommendations are in agreement with the recommendations submitted by the Dean of the College. In the event that the President does not concur with a recommendation of the Tenure Committee, he shall notify the Committee of his reasons in writing and shall then meet with the Committee to explain those reasons.

7.4 Appeal

If a member of the bargaining unit is grieved by an unfavorable decision, he may invoke the procedures in Article 9 and 10 (Grievance and Arbitration) of this Agreement.

ARTICLE 8 - DISMISSAL FOR CAUSE

8.1 Termination

Termination of an appointment with continuous tenure, or of a special or probationary appointment before the end of the specified term, may be effected only for adequate cause (or except as provided for in Article 16 of this Agreement). Such a termination is hereinafter referred to as a dismissal.

8.2 Adequate Cause

Adequate cause for dismissal must be related, directly and substantially, to the fitness of the faculty member, in his professional performance and capacity. Dismissal shall not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

8.3 Charges

Dismissal of a faculty member with continuous tenure, or with a probationary appointment before the end of the specified term, shall be preceded by: (1) discussions between the faculty member and appropriate administrative officers looking toward a mutual settlement; and, if these discussions prove inconclusive, (2) a written statement of charges, framed with reasonable particularity by the President. Upon receipt of the formal charges, the affected faculty member shall be afforded the opportunity to respond orally or in writing and to engage in further discussions with the administration looking toward a mutual settlement, which may include a sanction less than termination.

8.4 Notification

If the foregoing procedures fail to produce a resolution, the President may notify the affected faculty member of his intention to commence dismissal procedings, which notification shall be accompanied by a written statement of reasons. Within ten days after receipt of the foregoing notification, the affected faculty member may either resign, accept dismissal, or request a hearing before the Welfare Committee. Members of the Welfare Committee deeming themselves disqualified for bias or interest shall remove themselves from the case. Each party may exercise one challange without stated cause. Replacements for members of the Committee eliminated for any of the foregoing reasons shall be selected in accordance with relevant provisions of the Standing Rules of the Bloomfield College Faculty.

8.5 Suspension

Pending a final decision by the hearing committee, the faculty member shall be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to himself or others is threatened by his continuance. Before suspending a faculty member, pending an ultimate determination of his status through the institution's hearing procedures, the administration shall consult

8.5 Suspension (Continued)

with the Welfare Committee concerning the propriety, the length, and the other conditions of the suspension. A suspension which is intended to be final is a dismissal, and shall be treated as such. Salary shall continue during the period of suspension.

8.6 Prehearing

The Welfare Committee shall promptly begin preparation for the hearings. The Committee may, with appropriate notice to the parties concerned, hold joint meetings with the parties in order to (1) simplify the issues, (2) effect stipulations of facts, (3) provide for the exchange of documentary or other information, and (4) achieve such other appropriate prehearing objectives as will make the hearing fair, effective, and expeditious.

8.7 Notice of Hearing

The Welfare Committee shall serve notice of hearing, with specific charges in writing, at least twenty days prior to the hearing. The affected faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges against him or asserts that the charges do not support a finding of adequate cause, the Welfare Committee may, at its descretion, determine whether a formal hearing shall be held. In either case, the Welfare Committee shall evaluate all available evidence and rest its recommendation upon the evidence in the record.

8.8 Time Limits

The hearing shall be opened within thirty days after notification of hearing and shall be completed within fifteen days after the commencement of hearing.

8.9 Hearing Procedures

The proceedings of the Welfare Committee shall be governed by the following rules:

a. The Welfare Committee, in consultation with the President and the faculty member, shall exercise its judgment as to whether the hearing should be public or private.
b. During the proceedings, the faculty member shall be permitted to have an academic advisor and/or counsel of his own choice.
c. A representative of the Chapter shall be permitted to attend the proceedings as an observer only.
d. A verbatim record of the hearing or hearings may be taken at the request of either party, with the party making the request assuming the cost; if the parties jointly agree that a record is desirable, they shall divide the cost.

8.9 Hearing Procedures (Continued)

e. The burden of proof that adequate cause exists rests with the institution and shall be satisfied only by clear and convincing evidence in the record considered as a whole.
f. The Committee shall grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.
g. The faculty member and the administration shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence; both parties shall cooperate with the Committee in securing witnesses and making this evidence available.
h. The faculty member and the administration shall have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee shall identify the witnesses, disclose their statements, and, if possible, provide for interrogatories.
i. In a hearing of charges of incompetence, the testimony shall include that of qualified faculty members from this or other institutions of higher education.
j. The Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.
k. The findings of fact and the decision shall be based solely on the hearing record.

8.10 Decision

The Welfare Committee shall notify the President and the faculty member of its decision in writing within seven days after the conclusion of the hearing. The Committee shall state its findings of fact, its conclusions and the reasons therefore, and its recommendation that the faculty member either be dismissed or not be dismissed. If the President rejects that recommendation, he shall state his reasons in writing to the Welfare Committee and to the faculty member.

8.11 Arbitration

A member of the bargaining unit who is adversely affected by the President's decision in a dismissal case may invoke the procedures in Article 10 (Arbitration) of this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definition

A "grievance" is a complaint or allegation by a member or group of members of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, regulation, practice or procedure followed at the College, relating to wages, hours, terms and conditions of employment.

9.2 Time Limits

Within ninety days from the time the grievant becomes aware of the act which caused the grievance, either the matter must be satisfactorily disposed of or the procedure outlined in section 3 below must be set in motion. If the grievance originates during periods other than the academic year, the ninety-day period shall start with the beginning of the academic year. These times limits may be extended by mutual consent.

9.3 Procedure

Step One. Normally the grievant shall discuss the matter orally and informally at the lowest administration level having authority to dispose of the grievance.

Step Two. If no satisfactory outcome has been reached in Step One, the grievant shall present a written statement of the facts of the case to the Dean of the College with a copy to the President, who shall make every effort to effect a resolution of the problem.

Step Three. If, within fourteen days after the written grievance has been submitted to the Dean and the President, the grievance has not been resolved to the satisfaction of the grievant, the latter may request a hearing with the Chapter Grievance Committee, accompanying the request with a copy of the written grievance.

Step Four. The Grievance Committee shall then hear the case in accordance with its established rules of procedure and the principles of due process.

9.4 Decision

If the Grievance Committee decides there is no valid grievance, the case is concluded and the decision of the Grievance Committee as to the absence of a valid grievance shall be final and binding. If the Grievance Committee decides that there is a valid grievance, the Committee shall recommend that the President take remedial action. No grievance shall be settled on terms which are inconsistent with this Agreement.

9.5 Appeal

If the President does not take remedial action or otherwise resolve the problem to the satisfaction of the grievant, within a period of fourteen days, the grievant may request the Chapter to submit the grievance to arbitration in accordance with Article 10 (Arbitration).

ARTICLE 10 - ARBITRATION

10.1 Individual Appeal

If a grievance is not resolved through procedures provided elsewhere in this Agreement, the grievant may request that the Chapter submit the grievance to arbitration. The Chapter shall have final decision, in its sole discretion, on whether the grievance shall be submitted to arbitration.

10.2 Chapter Grievance

If the Chapter itself determines that there has been a grievance, the Chapter shall first seek resolution of the problem with the President of the College. Failing satisfactory resolution of the problem, the Chapter may submit the grievance directly to arbitration.

10.3 Corporation

If the Corporation alleges that the Chapter has violated any provision of this Agreement, the Corporation shall first seek resolution of the problem with the Chapter. Failing satisfactory resolution of the problem, the Corporation may submit the alleged violation directly to arbitration.

10.4 Arbitrator

A representative designated by the Corporation and one designated by the Chapter shall meet to select an impartial third party to serve as arbitrator. If the Corporation and the Chapter cannot agree upon the selection of the arbitrator, the matter shall be submitted to the New Jersey State Board of Mediation for resolution.

10.5 Arbitration Procedure

The arbitration shall be conducted in accordance with the rules of the New Jersey State Board of Mediation. The decision shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from, or otherwise modify this Agreement.

10.6 Cost of Arbitration

The arbitrator's fees and expenses shall be borne equally by the Corporation and the Chapter.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Purpose

The Corporation and the Chapter recognize the importance of a program of sabbatical and study leaves of absence for the purpose of encouraging the professional development of faculty members and librarians and enhancing their effectiveness as teachers and scholars.

11.2 Sabbatical Leave

Full-time faculty members and professional librarians shall be eligible for sabbatical leave of absence after the completion of six years of full-time service at Bloomfield College. When this service requirement has been met and a proposal consistent with the purpose set forth in Section 1 has been approved, such leave may be denied only on the grounds of the seniority rights of other faculty members or specific need in the applicant's discipline.

11.3 Study Leave

Full-time faculty members and professional librarians who have completed at least three years of full-time service at Bloomfield College may request study leave of absence for the purpose of formal graduate study and/or scholarly research leading to publication. After each study leave, at least three years must elapse before the individual is eligible for another study leave.

11.4 Application

A faculty member or librarian requesting a sabbatical or study leave must file application with the Dean of the College no later than February 1st of the prior academic year, indicating the purpose of the leave, the activities to be undertaken, and the results expected. The Dean shall transmit all applications, together with his recommendations, to the Committee on Tenure and Faculty Advancement for consideration.

11.5 Decision

The Tenure Committee shall forward its recommendations to the President, who shall concur except in rare instances and for compelling reasons. In the event the President does not concur, he shall notify the Committee of his reasons in writing and shall meet with the Committee to explain these reasons.

11.6 Salary

A faculty member on sabbatical or study leave shall receive full salary for one semester or one-half salary for two semesters. The faculty member shall also receive full fringe benefits, including retirement benefits based on salary received, and shall be entitled to any general salary increase and other rights or benefits accruing to the total faculty.

11.7 Accountability

The faculty member shall submit an accountability report to the Dean of the College within three months after the completion of a sabbatical or study leave. A faculty member who accepts such leave is obligated to remain in the employ of the College for a minimum of one academic year following the completion of that leave; the faculty member who resigns prior to the completion of that year is obligated to repay the College for the salary received while on leave.

11.8 Budget

The Corporation shall budget a minimum of one sabbatical and one study leave of absence for the 1978-1979 academic year and for each subsequent academic year through the year following the expiration of this Agreement. One additional sabbatical leave and one additional study leave shall be made available each year, provided at least one of the four leaves is for both semesters of the year. If there are insufficient valid requests to warrant the grant of the second leave in either category, a third leave of absence may be granted in the other category.

11.9 Other Leaves

Leaves of absence for other purposes shall be governed by past practice unless in conflict with the terms of this Agreement or subsequent Agreement between the Corporation and the Chapter.

ARTICLE 12 - SALARIES

12.1 Payment

Salaries for full-time faculty shall be paid twice each month on the 15th and last day of the month (or the last business day prior thereto) over a twelve-month period beginning on July 1st for the following year. However, during the first year of employment full-time faculty shall be paid over a ten-month period beginning on September 1st.

12.2 Implementation

Salary adjustments for the 1977-1978 academic year shall be retroactive to July 1, 1977. For salary purposes, a faculty member who has assumed full-time duties in the middle of an academic year shall be considered to have served throughout that year.

12.3 Cost-of-Living Adjustment

All full-time members of the bargaining unit who are continuing in service at Bloomfield College shall receive an across-the-board cost-of-living adjustment in an amount equal to six percent (6%) of the 1976-1977 base salary retroactive to July 1, 1977.

12.4 Minimum Base Salaries

Minimum base salaries for full-time members of the bargaining unit shall be fixed as follows:

Professor	$17,600
Associate Professor	15,400
Assistant Professor	13,200
Instructor	11,600

Where adjustments are necessary, those adjustments shall be applied after the application of the cost-of-living adjustment specified in Section 3 above.

12.5 Experience Increment

All full-time members of the bargaining unit who are continuing in service at Bloomfield College shall also receive an experience increment of $210 retroactive to July 1, 1977.

12.6 Equity Adjustment

An equity adjustment shall be made in the base salary of any full-time member of the bargaining unit whose adjusted base salary is less than the amount (or the higher of the two amounts) calculated below:

Instructor - $360 times the number of years in service plus the minimum base salary for instructor ($11,600).

Assistant Professor - either $360 times the number of years in rank (not to exceed fifteen years) plus the minimum base salary for assistant professor ($13,200).

or $360 times the number of years in rank (not to exceed fifteen years) plus $360 times the balance of the total number of years in service (not to exceed fifteen years) plus the minimum base salary for instructor ($11,600). (the combined total not to exceed fifteen years)

Associate Professor - either $420 times the number of years in rank (not to exceed fifteen years) plus the minimum base salary for associate professor ($15,400).

or $420 times the number of years in rank (not to exceed fifteen years) plus $360 times the balance of the total number of years in service (not to exceed fifteen years) plus the minimum base salary for assistant professor ($13,200). (the combined total not to exceed fifteen years)

Professor - either $480 times the number of years in rank (not to exceed fifteen years) plus the minimum base salary for professor ($17,600).

or $480 times the number of years in rank (not to exceed fifteen years) plus $420 times to balance of the total number of years in service (not to exceed fifteen years) plus the minimum base salary for associate professor (15,400). (the combined total not to exceed fifteen years)

The equity adjustment shall be on a dollar-for-dollar basis to the amount of $300 plus an additional five percent (5%) of the amount by which the inequity as calculated above exceeds $300.

12.7 Overload and Summer Session Pay

Full-time faculty who are members of the bargaining unit and who teach on an overload basis or in the summer sessions shall be paid at the highest rate applicable to part-time faculty teaching in a course meeting the same number of hours. Payment for summer sessions shall be made no later than fifteen days after the end of the session.

12.8 Independent Studies

A full-time member of the bargaining unit shall receive a stipend of $125 for each independent study student in excess of two during each semester of the academic year.

ARTICLE 13 - FRINGE BENEFITS

13.1 Retirement Plan

The Corporation shall participate in the retirement plan of the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The Corporation shall pay into the plan an amount equal to ten percent of the base salary of all eligible faculty members. Faculty members may also elect to participate in tax-deferred annuities through salary reduction in an amount not to exceed the statutory limits.

13.2 Long-Term Disability Insurance

The Corporation shall pay the full cost of Group Total Disability Insurance which provides monthly income and annuity waivers up to age 65 for all full-time faculty with at least one year of service, benefits commencing after six consecutive months of total disability.

13.3 Major Medical Insurance

The Corporation shall pay the full cost of group major medical insurance under TIAA/CREF for all full-time members of the bargaining unit and their eligible dependents. This insurance shall carry a deductible (not to exceed $400 per claim) with a maximum coverage of $250,000. A co-insurance rate of 80% group and 20% employee shall apply to the first $10,000, with a stop-loss clause on any expenditure over $10,000. This insurance is effective November 1, 1977.

13.4 Life Insurance

The Corporation shall offer to full-time members of the bargaining unit an opportunity to participate in a group life insurance program underwritten by TIAA. The cost of this insurance shall be shared by the individual and the Corporation with the individual's share not to exceed two-thirds of the total cost.

13.5 Travel and Accident Insurance

The Corporation shall provide insurance covering any accident affecting faculty members when they are on an official trip or business for the College. Maximum benefits shall not exceed $50,000 for accidental death and $2,500 for medical treatment resulting from any one accident.

13.6 Unemployment/Disability Insurance

The Corporation shall provide all faculty members with unemployment and temporary disability benefits in accordance with the requirements of the State of New Jersey.

13.7 Hospitalization

The Corporation shall make available to each faculty member coverage under a Blue Cross/Blue Shield group contract in accordance with past practice, with the full cost being paid by the individual.

13.8 Tuition Waiver

Dependents of full-time faculty may enroll tuition-free as students in the College for a program of study not to exceed eight semesters of full-time study (32 course units). This rule shall also apply to the families of full-time faculty who have died or are disabled after completing ten years of service at the College and to the families of those who have retired after completing fifteen years of service at the College.

13.9 Professional Meetings

The Corporation shall reimburse full-time faculty for costs incurred in travel to and attendance at meetings of recognized professional societies, subject to budget constraints.

ARTICLE 14 - WORKING CONDITIONS

14.1 Personnel Files

Each faculty member shall have the right, as often as he desires, to review and copy documents in his personnel file and to place in that file such written additions or responses to the material therein as he shall deem necessary. No other personnel files shall be maintained by the Corporation.

14.2 Offices

Each faculty member shall be assigned to an office suitably equipped with desk, bookcase, file cabinet, and chairs. No more than two full-time faculty members shall be assigned to the same office, absent unusual circumstances.

14.3 Secretarial Assistance

Two full-time secretaries shall be made available to the faculty for the period of this Agreement.

14.4 Day Care

The College day-care facilities shall be available without cost to faculty members with children of preschool age when both spouses are working or there is no spouse.

14.5 Travel Expenses

When faculty members are required to travel on official business, including attendance at local meetings, the Corporation shall reimburse them for all necessary expenses. Travel by private automobile shall be reimbursed at the rate of twelve cents per mile plus tolls and parking charges.

ARTICLE 15 - WORKLOAD

15.1 Academic Year

The contractual obligation of full-time teaching faculty is for the academic year and is limited to the period between September 1st and Commencement or May 31st, whichever date is later. Service rendered during the summer months shall be on a special or voluntary basis.

15.2 Teaching Load

The normal load for full-time teaching faculty is three full courses each semester, with one January Term instructional project every two years. In the determination of course load, three clock hours of laboratory or clinical instruction shall be considered equivalent to one-half course.

15.3 Librarians

For professional librarians, a full year of work shall consist of two hundred days of seven hours per day, scheduled by agreement with the Head Librarian.

15.4 Other Duties

Full-time faculty members are also expected to participate in the work of the Faculty and its committees, to advise students majoring in the discipline, and to perform such other duties as are normal and customary in institutions of higher education.

15.5 Part-Time Faculty

No more than the current (1977-1978) number and/or proportion of day course sections shall be assigned to part-time faculty and no part-time faculty (lecturers) may teach more than two course sections during a given semester. These restrictions do not apply to part-time faculty employed to replace full-time faculty on leaves of absence.

ARTICLE 16 - RETRENCHMENT

16.1 Definition

Retrenchment means a necessary reduction in faculty because of financial exigency which cannot be alleviated by less drastic means.

16.2 Financial Exigency

Financial exigency exists when the trend of the financial position of the College demonstrates that a fiscal crisis is imminent and that failure to retrench would seriously jeopardize the continued existence of the College. Financial exigency must be demonstrably bona fide, with the burden of proof being upon the Corporation.

16.3 Circumstances

In an attempt to clarify the meaning of the term "financial exigency" as used in this Article, the parties agree that the following set of circumstances, in any combination, may be indicative of that condition;

a) When total liabilities exceed total assets;
b) When current liabilities exceed current assets and the College is unable to secure additional funding;
c) When the College is unable to meet its financial obligations on long-term liabilities or covenants required of those obligations;
d) When enrollment projections of the New Jersey Department of Higher Education indicate a decline in enrollment of eight per cent or more in New Jersey undergraduate colleges, following a year in which enrollment in Bloomfield College actually declined by ten per cent or more;
e) When the College has operated at a deficit of $100,000 or more for three of more consecutive fiscal years, subsequent to July 1, 1974, (a deficit exists when total incurred expenses exceed total actual revenues);
f) When the College has operated at a deficit of $250,000 of more during the previous fiscal year.

16.4 Exchange of Information

In a meeting with the President, representatives of the Chapter shall be given accurate financial information, complete statistics, and other evidence to support the claim of financial exigency; whereupon the Chapter shall prepare a written report with recommendations for submission within thirty days to the Board of Trustees.

16.5 Procedure

If financial exigency has been clearly demonstrated and retrenchment is necessary, vacancies occuring due to normal attrition shall not be filled nor shall new positions be established. Thereafter, within the College, part-time faculty shall be phased out before full-time faculty and non-tenured before tenured, in inverse order of seniority. If two or more persons have the same seniority, decision as to who shall be retrenched shall be made by the Tenure Committee on whatever grounds the Committee deems to appropriate to the particular case.

16.6 Exceptions

When necessary to maintain the integrity of the academic program, exceptions to the foregoing procedure may be made by the President after consultation with the Tenure Committee. The President shall concur with the Committee's recommendations except in rare cases and for compelling reasons.

16.7 Relocation

Before issuing notice of termination due to financial exigency, the Corporation shall make every effort to relocate the affected faculty member in another position within the College, provided that there is an opening for which the faculty member has the necessary qualifications. If relocation will be facilitated by a reasonable period of retraining, the Corporation shall offer financial and other support for such retraining whenever it is financially feasible for it to do so. If none of the foregoing conditions can be satisfied, the faculty member's appointment may be terminated.

16.8 Notification

Faculty members who are retrenched shall normally be notified of termination in accordance with the notification dates specified in Article 6, section 6 of this Agreement. In that rare instance in which late notification is necessary, the College shall continue to pay the full salary and benefits of the retrenched faculty member beyond June 30 as follows:

a. During the first year of service, four months from date of notification.
b. During the second year of service, six months from date of notification.
c. During the third year of service and beyond, twelve months from date of notification.

16.9 Appeal

A faculty member who is retrenched shall have the right to invoke procedures in Articles 9 and 10 (Grievance and Arbitration) of this Agreement.

16.10 Reemployment Rights

Retrenched faculty members, if tenured, shall be entitled to re-employment rights for three years from the date of termination, provided that there is an opening in the College for which the faculty member has the necessary qualifications. Non-tenured faculty members who have completed two-to-four semesters at the College shall have such rights for one year; five semesters or more, for two years.

ARTICLE 17 - PART-TIME FACULTY (LECTURERS)

17.1 Eligibility

Part-time faculty (lecturers) who are members of the bargaining unit shall be eligible for reappointment after favorable evaluation by a majority of the full-time faculty in the discipline and with the concurrence of the Dean of the College. This evaluation shall be based upon the criteria listed in Article 5, Section 4 of this Agreement, with primary emphasis being placed upon effectiveness in classroom teaching.

17.2 Seniority

Courses scheduled for part-time faculty shall be offered on a seniority basis within the discipline and/or field of academic specialization to those members of the bargaining unit who are eligible for reappointment and have signified a desire to teach.

17.3 Security

Part-time faculty who are members of the bargaining unit and are eligible for reappointment shall be offered a "statement of reappointment," the terms of which will assure appointment for each full semester of the subsequent academic year, provided that courses are available within the discipline and/or field of academic specialization and that the conditions of Section 2 above are met.

17.4 Full-Time Positions

Part-time faculty who are members of the bargaining unit shall be notified of the availability of full-time positions within their respective disciplines and shall be encouraged to apply for such positions. In evaluating their applications, full consideration shall be given to their prior service to the College.

17.5 Service Increment

Part-time faculty who are members of the bargaining unit and have completed two full semesters of teaching at Bloomfield College shall receive a service increment of $50 per course section taught. Those who have completed four full semesters of service shall receive an additional service increment of $50 per course section - i.e., a total service increment of $100 for each course section taught.

17.6 Payment

Salaries of part-time faculty shall be paid in eight equal installments on the 15th and last day of the month (or the last business day prior thereto). The service increment will be paid with the fourth pay check of the semester. Notwithstanding the foregoing, the last payment shall be made after the end of the semester and only at such time as the faculty member has completed the semester's obligations including the submission of grades on the standard report form issued by the College.

17.7 Tuition Waiver

Dependents of part-time faculty who are members of the bargaining unit may enroll on a tuition-free basis as students in the College for one course each semester.

17.8 Other Provisions

Other provisions on fringe benefits for part-time faculty are included in Article 13 of this Agreement.

ARTICLE 18 - STATUS OF FACULTY IN VETERANS PROGRAM

18.1 Terms of Contract

The Corporation and the Chapter agree that full-time faculty members employed to teach in the Veterans Program shall be subject to the terms of the current collective bargaining agreement except insofar as those terms are specifically modified by the following provisions.

18.2 Continuation of Employment

Since the Veterans Program is a terminal program, the continuation and/or renewability of employment is contingent upon the continuation of that program. A full-time faculty member employed to teach in the Veterans Program is not eligible for tenure except under the circumstances described in Sections 3 and 4 below.

18.3 Lateral Transfer

If a vacancy develops in the faculty member's discipline(s) within the institution but outside of the Veterans Program, the faculty member may request a lateral transfer into that position. Such transfer is subject to the procedures governing reappointment and/or the granting of tenure as defined in Articles 6 and 7 of this Agreement.

18.4 Prior Service

If the lateral transfer is approved, prior service in the Veterans Program shall be counted toward the completion of the probationary period required for tenure. If the lateral transfer is denied, the faculty member may invoke the procedures defined in Articles 9 and 10 (Grievance and Arbitration) of this Agreement.

ARTICLE 19 - EXTRA COMPENSATION POLICY

19.1 Notice

The Dean of the College shall circulate notice of all openings which offer an opportunity for full-time faculty to earn extra compensation over and above base salary. This notice shall include a brief description of the responsibilities to be assumed, the selection procedure to be followed, and the compensation to be paid.

19.2 Notification to Chapter

The President of the Chapter shall be sent a copy of the notice as early as possible and, in any case, no later than the date it is circulated.

19.3 Chapter Objection

If the Chapter has objection, the President of the Chapter shall inform the Dean of the College of that fact within ten days from the date of notification. In a situation which requires immediate action, the Dean may request an earlier response, but under no circumstances shall the time allowed be less than two days (48 hours).

19.4 Negotiation

If the Chapter registers an objection on the basis of alleged inequity, the matter shall become the subject of good faith negotiation between the parties to this Agreement.

19.5 List to Chapter

Within twenty-one days after the beginning of each semester, the Dean of the College shall send to the President of the Chapter a complete list of all unit members receiving extra compensation, together with a statement of the services being performed and the amount and source of the compensation being paid.